

Exhibit B  
To Registration Statement  
Pursuant to the Foreign Agents Registration Act of 1938, as amended

**INSTRUCTIONS:** A registrant must furnish as an Exhibit B copies of each written agreement and the terms and conditions of each oral agreement with his foreign principal, including all modifications of such agreements, or, where no contract exists, a full statement of all the circumstances by reason of which the registrant is acting as an agent of a foreign principal. One original and two legible photocopies of this form shall be filed for each foreign principal named in the registration statement and must be signed by or on behalf of the registrant.

**Privacy Act Statement.** The filing of this document is required by the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 *et seq.*, for the purposes of registration under the Act and public disclosure. Provision of the information requested is mandatory, and failure to provide this information is subject to the penalty and enforcement provisions established in Section 8 of the Act. Every registration statement, short form registration statement, supplemental statement, exhibit, amendment, copy of informational materials or other document or information filed with the Attorney General under this Act is a public record open to public examination, inspection and copying during the posted business hours of the Registration Unit in Washington, DC. Statements are also available online at the Registration Unit's webpage: <http://www.fara.gov/>. One copy of every such document, other than informational materials, is automatically provided to the Secretary of State pursuant to Section 6(b) of the Act, and copies of any and all documents are routinely made available to other agencies, departments and Congress pursuant to Section 6(c) of the Act. The Attorney General also transmits a semi-annual report to Congress on the Administration of the Act which lists the names of all agents registered under the Act and the foreign principals they represent. This report is available to the public in print and online at: <http://www.fara.gov/>.

**Public Reporting Burden.** Public reporting burden for this collection of information is estimated to average .33 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to Chief, Registration Unit, Counterespionage Section, National Security Division, U.S. Department of Justice, Washington, DC 20530; and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, DC 20503.

1. Name of Registrant  
Hills Stern & Morley

2. Registration No.  
5965

3. Name of Foreign Principal  
Government of Aruba

Check Appropriate Boxes:

4. ☒ The agreement between the registrant and the above-named foreign principal is a formal written contract. If this box is checked, attach a copy of the contract to this exhibit.
5. ☐ There is no formal written contract between the registrant and the foreign principal. The agreement with the above-named foreign principal has resulted from an exchange of correspondence. If this box is checked, attach a copy of all pertinent correspondence, including a copy of any initial proposal which has been adopted by reference in such correspondence.
6. ☐ The agreement or understanding between the registrant and the foreign principal is the result of neither a formal written contract nor an exchange of correspondence between the parties. If this box is checked, give a complete description below of the terms and conditions of the oral agreement or understanding, its duration, the fees and expenses, if any, to be received.

7. Describe fully the nature and method of performance of the above indicated agreement or understanding.  
Registrant may have correspondence and meetings with Executive branch officials and Members of Congress and their staff on issues of bilateral cooperation between the Government of Aruba and the the Government of the United States. Registrant also may have contact with multi-lateral and regional organizations relevant to issues of importance to Aruba. The Government of Aruba informed Registrant on August 23, 2010 that the contract had been signed; Registrant received the signed contract on that date.

NSD/CES/REGISTRATION UNIT  
2010 SEP - 1 PM 3:22

8. Describe fully the activities the registrant engages in or proposes to engage in on behalf of the above foreign principal.

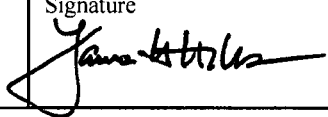
Registrant proposes to assist the Government of Aruba on issues of bilateral cooperation between the Government of Aruba and the Government of the United States, including CBI beneficiary status, Treaty for the Avoidance of Double Taxation, U.S. preclearance operations in Aruba, renewable energy initiatives, and regional security issues including the Caribbean Basin Security Initiative (CBSI). Registrant may have correspondence and meetings with Executive branch officials and Members of Congress and their staff. Registrant also may provide legal advice on transactional and other matters that does not constitute political activity.

9. Will the activities on behalf of the above foreign principal include political activities as defined in Section 1(o) of the Act and in the footnote below? Yes ☒ No ☐

If yes, describe all such political activities indicating, among other things, the relations, interests or policies to be influenced together with the means to be employed to achieve this purpose.

Registrant may have correspondence and meetings with Executive branch officials and Members of Congress and their staff on issues of bilateral cooperation between the Government of Aruba and the Government of the United States.

NSD/CES/REGISTRATION UNIT  
2010 SEP - 1 PM 3:22

Date of Exhibit B	Name and Title Laura H. Hills, Partner	Signature 
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Footnote: Political activity as defined in Section 1(o) of the Act means any activity which the person engaging in believes will, or that the person intends to, in any way influence any agency or official of the Government of the United States or any section of the public within the United States with reference to formulating, adopting, or changing the domestic or foreign policies of the United States or with reference to the political or public interests, policies, or relations of a government of a foreign country or a foreign political party.

HILLS STERN & MORLEY LLP

ATTORNEYS AT LAW

NSD/CES/REGISTRATION UNIT

2010 SEP - 1 PM 3: 22

July 23, 2010


His Excellency Mike G. Eman  
Prime Minister  
Government of Aruba  
L.G. Smith Blvd. 76  
Oranjestad, Aruba

Dear Prime Minister Eman:

Thank you for selecting Hills Stern & Morley LLP (the "Firm") to serve as counsel to the Government of Aruba. This letter sets forth the terms of the Firm's engagement.

1. *Matter.* The Firm's engagement is limited to advising the Client with respect to policy matters as determined by the Government of Aruba to be important in its relations with the Government of the United States of America ("Policy Matters"). The Client will set forth the specific Policy Matters in an action plan to be prepared jointly with the Firm after the signing of this Agreement. Aruba preliminarily has identified the following Policy Matters for inclusion in the action plan:

- a. Image building and advocating to advance Aruba's interests with the U.S. Government, Congress, multi-lateral organizations, think tanks and other relevant entities, including regional organizations.
- b. Sustainable development and governance initiatives to support economic diversification programs and environmental and climate change protection. Economic development of Aruba including trade and investment promotion initiatives with the United States:
  - i. CBI beneficiary status.
  - ii. Treaty for the Avoidance of Double Taxation and other fiscal matters
  - iii. U.S. preclearance operations in Aruba.
  - iv. Renewable energy initiatives and areas of cooperation with the U.S. Government and multilateral organizations.
- c. Security issues in Aruba and the region, particularly as they relate to Aruba's port and airport, broader maritime security efforts, counter-narcotics programs and anti-terrorism policies and initiatives, including the Caribbean Basin Security Initiative (CBSI).



2. *Client.* The Firm's client will be the Government of Aruba (referred to hereinafter as the "Client").

3. *Primary Lawyer; Fees.*

3.1 Patrick L. Schmidt will be the primary attorney responsible for the Policy Matters. In addition to Firm partners and counsel, the Firm may also use associate attorneys, paralegal personnel and legal assistants, either employed or retained by the Firm, to perform appropriate tasks.

3.2 Client charges for Policy Matters will be a monthly non-refundable general retainer of \$7,000.

3.3 The Client requests the Firm to engage Rob Engel as a strategic partner to perform work related to the Policy Matters. The associated cost for the Firm's engagement of Rob Engel will be charged as an expense to the Client not to exceed \$8,000 for any calendar month.

3.4 The Firm renders on-account bills monthly. Invoices generally will be prepared and mailed electronically (unless the Client requests delivery by alternative method) to the Client during the month following the month in which services are rendered. Each invoice is due and payable in full, free of deductions and withholdings, within 30 days of receipt. All payments received will first be applied against fees and then to costs or expenses advanced. One of our goals is to ensure that legal services are delivered effectively and efficiently and that all billings are accurate and understandable. Please direct any questions about services or billing practices to Patrick L. Schmidt.

4. *Aruban Taxes.* The Client acknowledges that currently there is no Treaty for the Avoidance of Double Taxation in effect between Aruba and the United States. The Client will reimburse the Firm and its individual attorneys, consultants, paralegal staff and subcontractors who are U.S. residents, for any and all income, profit, and social security tax and any other associated income producing taxation that may be imposed by the taxing authorities of the Client.

5. *Document Retention.* The Firm will maintain copies of documents (including any electronic copies) relating to the Matters in our client files. It is not the Firm's practice to maintain copies of draft agreements once agreements have been executed. It is the Client's obligation to advise the Firm as to which, if any, copies of other documents in the Firm's files the Client wants to be made available to it. All such copies of documents will be delivered to the Client after receipt of payment for outstanding fees and costs, subject to applicable rules of attorney conduct, and at the expense of the Client. The Firm will retain its files in respect of the Matters for a reasonable period of time after termination of representation (not exceeding five years), after which the Firm will destroy them in accordance with its standard practice.

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6. *Term.* The term shall be for a period of five (5) years beginning June 1, 2010.

7. *Termination; Withdrawal.*

7.1 Upon thirty (30) days written notice to the Firm, the Client has the right to terminate the Firm's services and representation. Such termination shall not relieve the Client of the obligation to pay for all services rendered prior to such termination, including work in progress and remaining incomplete at the time of termination, and to pay for all expenses incurred on behalf of the Client through the date of termination, including any payments due, or that may become due following termination, to the Firm pursuant to Article 4.

7.2 Subject to applicable rules of professional conduct, the Firm reserves the right to withdraw from its representation of the Client if, among other things, the Client fails to honor the terms of the engagement as set forth herein or any fact or circumstance would render our continued relationship unlawful or unethical or would otherwise authorize such termination.

7.3 If the Client terminates the engagement, the Client shall take all steps necessary to free any member of the Firm of any obligation to perform further, including the execution of any documents necessary to perfect such withdrawal. The Client shall be responsible to pay for all services rendered and costs or expenses incurred on behalf of the Client through the date of withdrawal.

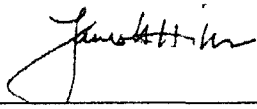
*[Remainder of page intentionally blank]*

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Please indicate your acceptance of the terms of this letter by signing and returning the enclosed additional original of this letter. We appreciate the chance to be of service and look forward to working with you.

Sincerely,

HILLS STERN & MORLEY LLP

By:   
\_\_\_\_\_  
Partner

On behalf of the Government of Aruba, I have received and accept the terms of this Retainer Agreement as of the ~~of July 2010.~~

12<sup>th</sup> of August 2010 

HIS EXCELLENCY MIKE G. EMAN

By:   
\_\_\_\_\_  
Its: Prime Minister

NSD/CES/REGISTRATION UNIT  
2010 SEP -1 PM 3:22